

# **AGREEMENT**

**BETWEEN**

**THE TOWNSHIP OF  
LOWER ALLOWAYS CREEK**

**AND**

**THE COMMUNICATIONS WORKERS  
OF AMERICA, AFL-CIO**



**Local 1085**

**January 1, 2011 – December 31, 2013**

## CONTENTS

	Preamble .....	1
Article 1.	Recognition.....	1
Article 2.	Management Rights .....	1
Article 3.	Union Rights .....	2
Article 4.	Non-Discrimination and Mutual Respect .....	3
Article 5.	Maintenance of Work Operations.....	3
Article 6.	Union Security .....	4
Article 7.	Hours of Work .....	5
Article 8.	Wages.....	5
Article 9.	Overtime .....	7
Article 10.	Insurance Benefits.....	7
Article 11.	Holidays .....	10
Article 12.	Vacation .....	11
Article 13.	Sick and Disability Leave .....	12
Article 14.	Personal Leave .....	14
Article 15.	Jury Leave.....	15
Article 16.	Military Leave.....	15
Article 17.	Bereavement Leave.....	16
Article 18.	Unpaid Leaves of Absence .....	16
Article 19.	Educational Assistance .....	17
Article 20.	Clothing and Tool Allowances .....	18
Article 21.	Indemnification .....	18
Article 22.	Employee Savings Plans .....	18
Article 23.	Health and Safety .....	18
Article 24.	Seniority and Permanent Status .....	19
Article 25.	Layoffs .....	19
Article 26.	Personnel Records.....	20
Article 27.	Discipline and Discharge .....	21
Article 28.	Grievance Procedure .....	21
Article 29.	Application of Agreement.....	23
Article 30.	Reversion Clause .....	24
Article 30.	Duration .....	24
	Signatures.....	25
Appendix A.	Pay Ranges, 2011-2013 .....	26

## **PREAMBLE**

THIS AGREEMENT is entered into by and between the TOWNSHIP OF LOWER ALLOWAYS CREEK in the County of Salem, a municipal corporation of the State of New Jersey (hereafter referred to as the "Township" or the "Employer"), and the COMMUNICATIONS WORKERS OF AMERICA (hereafter referred to as the "Union"), for the purpose of establishing wages, hours, benefits, and other terms and conditions of employment, together with procedures for the fair and amicable resolution of disputes and grievances pertaining thereto, and represents the complete and final understanding on all bargainable issues between the Township and the Union.

## **ARTICLE 1 RECOGNITION**

**A. Bargaining Unit.** The Township hereby recognizes the Union as the exclusive representative for collective negotiations as follows:

*Included:* All regularly employed blue-collar employees of the Department of Public Works, lunch program workers, police dispatchers, records coordinators, and van drivers employed by Lower Alloways Creek Township, as well as all clerical and administrative employees.

*Excluded:* All managerial executives, confidential employees, and supervisory employees within the meaning of the Employer-Employee Relations Act; professional employees, craft employees, police, casual employees, temporary employees, and all other employees.

**B. Part-Time Employee Benefits.** Part-time employees who are regularly scheduled to work 20 hours or more per week are entitled to receive pro-rata sick, vacation, and personal leave.

**C. Temporary Employees.** Temporary (*e.g.*, seasonal) employees shall be defined as working six months or less in a calendar year.

## **ARTICLE 2 MANAGEMENT RIGHTS**

**A. Reservation of Rights.** The Township hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitutions of the State of New Jersey and of the United States, including, but without limiting the generality of or foregoing, the following rights:

(1) The executive management and administrative control of the Township government and its properties and facilities and activities of its employees utilizing personnel

methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the Township.

(2) To make reasonable rules of procedure and conduct, to use improved methods and equipment, to determine work schedules and shifts as well as duties; to decide the number of employees needed for any particular time; and to be in sole charge of the quality and quantity of the work required.

(3) The right of management to make such reasonable rules and regulations as it may from time to time deem best for the purpose of maintaining order, safety, and/or the effective operation of the Department after advance notice thereof to the employees to require compliance by the employees is recognized, except as such rules and regulations contradict the collective bargaining agreement.

(4) To hire all employees, whether permanent, temporary, or seasonal; and to promote, transfer, assign, or retain employees in positions within the Township.

(5) To set rates of pay for temporary, seasonal employees who are not covered under this Agreement.

(6) To suspend, demote, discharge, or take any other appropriate action against any employee for good and just cause according to law.

(7) Nothing contained herein shall prohibit the Township from contracting out any work.

(8) To lay off employees by seniority and/or ability to do the work in the event of lack of funds or under other conditions where continuation of such work would be inefficient and non-productive.

**B. Limitations.** In the exercise of the foregoing powers, rights, authority, duties, and responsibilities of the Township, the adoption of policies, rules, regulations, codes of conduct, and practices in the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of New Jersey and of the United States.

**C. Construction.** Nothing contained herein shall be construed to deny or restrict the Township of its rights, responsibilities, and authority under N.J.S.A. 40A:1-1 *et seq.* or any national, state, county, or local laws or regulations.

**D. Exercise of Managerial Prerogatives.** The parties recognize that the exercise of managerial rights is a responsibility of the Township on behalf of the taxpayers and that the Township cannot bargain away or eliminate any of its managerial rights. No grievance may be filed under this Agreement which in any way interferes with, undermines, or restricts the exercise of any managerial right by the Township or any of its authorized managerial executives or supervisory personnel.

### **ARTICLE 3 UNION RIGHTS**

**A. Access to Workplace.** Union representatives shall have access to employee work areas to investigate grievances and for other purposes related to Union representation, with

permission of the department head or designee, whose approval shall not be unreasonably denied.

**B. Union Bulletin Boards.** The Employer will provide a bulletin board in each building where employees report or clock in for work, in a centrally-located work area, to be used exclusively by the Union for notices and other information to employees.

**C. Furnishing of Personnel Information.** During the first week of each month, the Employer will furnish to the Local President a list of all new hires, terminations, and title changes within the bargaining unit during the previous calendar month. Home addresses for new hires will be included. In addition, updated home addresses, job titles, and salary data will be furnished periodically, upon request, for employees represented by the Union.

**D. Leave for Union Business.** Upon official request by the Union, full and part-time employees shall be permitted to take time off without pay to attend conferences, meetings, workshops, or other activities related to union representation, subject to reasonable operational requirements of the Employer. In addition, any employee who is elected or appointed to an office in the Union may be granted an unpaid leave of absence with no benefits to serve in such office. Requests for union leave shall not be unreasonably denied.

**E. Release Time for Labor-Management Meetings and Negotiations.** No full or part-time employee(s) who serves as a Union representative shall suffer loss of pay for attending any labor-management, grievance, or contract negotiations meeting agreed upon by the Employer.

#### **ARTICLE 4 NON-DISCRIMINATION AND MUTUAL RESPECT**

**A. Non-Discrimination.** The Employer and the Union agree that there shall be no discrimination against any employee because of race, union or non-union activity, creed, color, religion, sex, national origin, domestic partnership, or political affiliation.

**B. Mutual Respect.** The Employer and the Union shall each endeavor to insure that all dealings between them are characterized by mutual responsibility and that all employees and representatives of the parties are treated in accordance with accepted standards of courtesy and respect for individual dignity.

#### **ARTICLE 5 MAINTENANCE OF WORK OPERATIONS**

**A. No Strike.** The Union hereby covenants and agrees that during the term of this Agreement neither the Union nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty or absence in whole or in part from the full, faithful, and proper performance of the employee's duties of employment), work stoppage, slow-down, walk-out, or other illegal job action against

the Township. The Union agrees that such action would constitute a material breach of this Agreement.

**B. Duty to Prevent Strikes.** The Union agrees that it will make every reasonable effort to prevent its members from participating in any strike, work stoppage, slow-down, or other activity aforementioned or supporting any such activity by any other employee or group of employees of the Township and that the Union will publicly disavow each action and order all such members who participate in such activities to cease and desist from same immediately and to return to work, and to take such other steps as may be necessary under the circumstances to bring about compliance with the Union order.

**C. Relief.** Nothing contained in this Agreement shall be construed to limit or restrict the Township in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both, in the event of such breach of the Union or its members.

## **ARTICLE 6 UNION SECURITY**

**A. Dues Checkoff.** The Employer shall deduct regular Union dues from an employee's pay when so authorized in writing by the employee. The amount of such deductions will be certified to the Employer by the Union. The Employer shall remit the dues to the Union on a monthly basis, no later than 14 days following the month in which the deductions were made, accompanied by a list of employees from whose pay such deductions were made. The list shall include each employee's Social Security number, base weekly pay, and the amount of dues deducted for the month. A copy of such list shall also be forwarded to the Local President. Dues deductions for bargaining unit employees shall not be made for any other employee organization.

**B. Withdrawal of Dues Checkoff.** In the event an employee withdraws his or her authorization for dues deduction by written notice to the Employer, deductions shall be halted as of July 1 next following the date on which notice of withdrawal was filed, pursuant to N.J.S.A. 52:14-15.9e.

**C. Representation Fees.** For all employees in the bargaining unit who do not pay dues in accordance with Section A above, the Employer shall instead deduct a representation fee equal to a percentage of the regular dues as certified by the Union, which shall be remitted to the Union in the same manner as dues. In the case of newly hired employees, deduction of representation fees will begin with the next paycheck following 30 days of employment, unless the employee has submitted a dues checkoff card.

**D. Compliance with Law.** The Union shall maintain a demand-and-return system and shall comply with all other requirements of N.J.S.A 34:13A-5.5 *et seq.* with respect to the use of representation fees and the accounting thereof.

**E. Hold Harmless.** The Union will indemnify and hold the Employer harmless with respect to any claims or legal actions arising out of compliance with this Article.

## **ARTICLE 7 HOURS OF WORK**

**A. Work Schedules.** Full-time workweeks shall be 40 hours. Work schedules shall be as follows:

(1) Part-time Administrative Assistants shall work an average of 20 hours per week, Monday through Friday, between the hours of 7 AM to 5 PM. Scheduled start, stop and designated lunch times will be determined by the department head or designee. Any time allotted for lunch is without pay.

(2) Full-time employees in the Public Works Department, other than those assigned to the Sanitation Detail, shall work from 7 AM to 3:30 PM, Monday through Friday, except that summer hours shall be from 6:00 AM to 2:00 PM, with no lunch. During each shift employees will be entitled to a half hour unpaid lunch break and two 15-minute paid rest breaks.

(3) Employees who are assigned to the Sanitation Detail shall work 7 AM to 3 PM, Monday through Friday, except that summer hours shall be from 6 AM to 2 PM. Employees will have a half hour paid lunch break during each shift.

(4) Summer hours shall be observed for Public Works employees beginning with the first Monday in May and continuing until the first Monday in October.

**B. Designation of Workweek.** The workweek for Township employees shall commence at 0000 hours on Saturday.

**C. Emergency Excusals.** Full and part-time employees who are not otherwise excused from work but are prevented from getting to the job because of emergency conditions shall be permitted to use personal leave, vacation, or compensatory time off, unless the Employer offers transportation to and from the job.

## **ARTICLE 8 WAGES**

**A. Starting Pay Rates.** Each job classification shall be assigned a starting rate as set forth in Appendix A.

**B. Across-the Board Raises.** All employees shall receive the following across-the-board adjustments to their base pay:

- (1) 2.5% effective August 27, 2011
- (2) 2.5% effective January 1, 2012
- (3) 2.5% effective January 1, 2013

**C. Additional Adjustments and Out-of-Title Pay**

(1) On January 1 of each year starting in 2012, any employee not at the maximum rate of their job title will receive a 2.5% increase in their base pay, in addition to any

contractual COLA, except that no employee shall exceed the maximum rate for their job title as a result of such adjustment.

(2) Any employee promoted to a higher job title shall receive a 4% increase in their base pay or the minimum rate of the new job title, whichever is higher. The promoted employee will then commence adjustments in (c) (1).

(3) Any employee assigned temporarily to perform the work of a higher title will be paid for said time as if promoted so long as the temporary assignment lasts for at least one (1) full work day, and is for the filling of a vacancy due to absences or illness.

**D. Longevity Payments.** All full-time employees shall receive the following longevity payments following their anniversary of hire in 2011:

- (1) 5-9 years of service: \$200.
- (2) 10-14 years of service: \$800.
- (3) 15-19 years of service: \$1,000.
- (4) 20 years of service or more: \$1,200.

Longevity payments are eliminated in their entirety after 2011.

**E. Sanitation Differential.** Full and part-time employees assigned to the Sanitation Detail shall receive a differential of \$0.40 added to his or her regular hourly rate for the duration of such assignment. Preference shall be accorded by seniority when assigning or reassigning Public Works employees to the Sanitation Detail, provided the Employer retains the right to insure that work is performed by qualified employees. In the absence of a Sanitation employee, the foreman shall offer the position, by seniority to Public Works employees. In the event that no one volunteers, the foreman shall designate the lowest available seniority employee, said person shall stay in said position for the duration of the absence.

**F. Call-In Pay.** Full and part-time employees who are contacted after hours and instructed to return to work prior to their next scheduled shift shall receive a differential payment equal to two hours' pay, at their regular hourly rate, in addition to the appropriate pay for the actual time worked. If a previously scheduled work assignment outside regular working hours is cancelled, the affected employees will be entitled to receive two hours' pay at their regular hourly rate for the cancelled assignment, unless the employees are notified of the cancellation while on duty.

**G. Severance Pay upon Retirement.** Upon retirement,

(1) employees hired before January 1, 2012 with at least 10 years of service and having an income of at least \$10,000 annually shall be entitled to receive a lump-sum severance payment equal to \$500 (for full-time time employees) or \$250 (for part-time employees) for each full year of service up to \$15,000.00 with the proviso that anyone with more than 30 years is frozen at the number of years at the time of ratification of this Agreement.

(2) employees hired after January 1, 2012 shall not receive severance pay.



## **ARTICLE 9 OVERTIME**

**A. Overtime Pay.** Overtime shall be paid for all work performed in excess eight hours per day or forty hours per week. All paid time shall be counted as time worked for purposes of this section. The overtime rate shall be defined as one and one-half times the employee's regular hourly rate.

**B. Compensatory Time Off in Lieu of Overtime Pay.** In lieu of overtime pay as set forth above, an employee may elect to receive compensatory time off in an amount equivalent to the overtime pay that the employee would have received. No employee may accumulate more than 120 hours of compensatory time off. Compensatory time off may be taken as each employee chooses, subject to normal scheduling requirements. Said time shall not be unduly withheld. In the event time is earned late in the year and no time remains in which to take it, said time may carry over to March 31 of the following year.

### **C. Assignment of Overtime Work**

(1) Overtime work will be kept to a minimum, except in cases of emergency, and must be authorized in advance by the department head or designee. The reasons for the granting of overtime shall be noted on the time report and certified by the department head or designee.

(2) During a State of Emergency declared by the Township, the Mayor can change work hours. There is no guarantee of hours employees will be required to work overtime and during nonscheduled periods when the necessities of the Township demand such work. In administering the requirement to work overtime, the Township will make a reasonable effort to excuse employees who have personal commitments. This will not reduce the employee's obligation to work overtime when assigned.

(3) It is recognized that the needs of the Township may require overtime work beyond the employee's standard daily or weekly schedule and that the jobs involved must be adequately staffed by qualified employees working on an overtime basis.

(4) The amount of overtime and the schedule for working such overtime shall be established by the Township, and employees shall work such overtime as scheduled unless excused by the Township. Failure to report for overtime when assigned shall subject the employee to immediate disciplinary action. Overtime shall be offered as equitably as possible to qualified employees. No employee shall be forced to work overtime if (a) another qualified employee is willing and available to work or (b) the employee was subject to forced overtime more recently than another qualified, available employee. Overtime pay shall be in accordance with Section A.

(5) The Township retains the right in its discretion to callout employees with special skills to perform overtime tasks.

## **ARTICLE 10 INSURANCE BENEFITS**

**A. Medical and Prescription Benefits.** The Township shall provide medical and prescription benefits for each full-time employee, along with the employee's spouse and

dependants through the IDA plan with Well Care in effect at the signing of this Agreement. Deductibles and co-pays shall be as set forth below.

(1) In-Network Out of Pocket Expenses:

- (a) *Deductibles.* The deductible for each covered person is \$100 per year, and the aggregate deductible for a family is \$200 per year.
- (b) *Co-Insurance.* After the deductible is satisfied, each covered person pays 20% (or \$400) toward the next \$2,000 in the covered charges per year, and the plan pays 80%. However, once the family unit has paid \$800 in co-insurance, the plan pays 100% of covered charges for the remainder of the calendar year.

(2) Any additional cost for out-of-network expenses will be paid by the employee.

(3) Co-pays for prescriptions will be as follows:

\$5.00 for each generic prescription at a local pharmacy (up to a 34-day supply or 100 unit doses)

\$20.00 for each Brand Name prescription at a local pharmacy (up to a 34-day supply or 100 unit doses)

\$10.00 for each generic prescription by mail order (up to a 90-day supply);

\$40.00 for each brand-name prescription by mail order (up to a 90-day supply).

If a generic prescription is available, the employee should utilize said generic prescription in lieu of the brand-name, unless the prescribing physician excludes the use of a generic.

If the Township elects to change the healthcare coverage, the Union will consent to the change so long as the healthcare coverage provided is equal to or better than the IDA with Well Care in effect at the signing of this Agreement.

Dependents shall be covered until they reach 26 years of age or as otherwise required by law.

**B. Dental.** The Township shall pay for and maintain current dental insurance for full-time Township employees, their spouses, and unmarried children under 26 years of age. If a Township employee who has been employed by the Township for a minimum of five years dies, the surviving spouse shall be covered until remarriage. The children shall be covered until the spouse is remarried or the children emancipated.

**C. Employee Contributions.** The Employer will pay for employee health benefits as provided in this Article, except to the extent that employee contributions are required by law or by this Article. Employee contributions shall be deducted from the employees' regular pay on a pre-tax basis through a premium-only plan under Section 125 of the Internal Revenue Code.

**D. Eyeglasses.** The Township will pay up to \$200.00 to full-time employees and/or any member(s) of their immediate families for an annual eye examination and corrective lenses upon submittal of a receipt from a licensed optometrist. The total benefit may be used as a lump sum at any time during the term of the contract. If the employee leaves the Township's employment during the term of the contract, the employee shall reimburse the Township the prorated amount used, but not earned during the contract period.

**E. Life Insurance.** Each official and employee of the Township shall be covered by such life insurance as is provided by the Public Employees' Retirement System, so long as he/sbe is enrolled in that system.

**F. Health Benefits Following Retirement.**

(1) Full-time employees hired before January 1, 2011 who meet the criteria set forth below shall be entitled to the following Health Benefits for themselves and their spouses and dependents following retirement:

- (a) The employee has retired on a disability pension; or
- (b) The employee has retired with at least 25 years of credited service in the Public Employees Retirement System and at least 20 years of service with the Township; or
- (c) The employee has retired at the age of 62 or older, with at least 15 years of service to the Township.

(2) Full-time employees hired after January 1, 2011 who meet the criteria set forth below shall be entitled to health benefits following retirement for themselves only:

- (a) The employee has retired on a disability pension; or
- (b) The employee has retired with at least 25 years of credited service in the Public Employees Retirement System and at least 25 years of service with the Township.

(3) Retirees who are eligible for health benefits from the Employer shall receive the same benefits that are available for active employees and shall make such contributions toward the cost of benefits as may be required by law.

(4) Those retirees who are eligible for Medicare are required by state law to enroll in the full Medicare Program (parts A and B) in order to be covered under the Lower Alloways Creek Township Health Plan. Medicare shall be the primary payer and Lower Alloways Creek Township's plan shall be the secondary payer.

(5) On the death of a retired Township employee who was entitled to health insurance following retirement, his or her spouse and dependants who qualified under this section shall be entitled to have those benefits maintained at the Township's expense until remarriage. Said spouse, if eligible, is required by state law to enroll in the full Medicare Program (parts A and B) in order to be covered under the Lower Alloways Creek Township Health Plan. Medicare shall be the primary payer and Lower Alloways Creek Township's plan shall be the secondary payer.

**G. Part-Time Employees.** Part-time employees (those regularly working less than 40 hours per week) shall not be entitled to health benefits.

**H. Change of Carriers.** The Employer reserves the right to change medical and dental carriers or to self-insure, so long as substantially similar benefits are provided.

**I. No Duplication of Benefits.** Employees with dependants employed by the Township shall be eligible for only one set of benefits.

**J. Health Benefits During Leave of Absence.** An employee's health benefits shall be discontinued at the end of the calendar month following the month in which he or she either ceases to be employed by the Township or commences an unpaid leave of absence, unless otherwise provided by this Agreement. Any employee taking an unpaid leave of absence shall be permitted to continue his/her health benefit coverage after employer-paid coverage ends by paying the monthly premiums prior to the coverage month. In addition, an eligible employee who takes leave qualifying under the state Family Leave Act or the federal Family and Medical Act shall have coverage continued by the Employer during such leave.

## **ARTICLE 11 HOLIDAYS**

**A. Holidays.** All regularly scheduled employees shall receive the following holidays:

- |                      |                                |
|----------------------|--------------------------------|
| (1) New Year's Day   | (6) Columbus Day               |
| (2) Good Friday      | (7) Veterans' Day              |
| (3) Memorial Day     | (8) Thanksgiving Day           |
| (4) Independence Day | (9) The Day after Thanksgiving |
| (5) Labor Day        | (10) Christmas Day             |

**B. Observation of Weekend Holidays.** If a holiday falls on a Sunday, it is ordinarily observed on the following Monday. If the holiday falls on a Saturday, it is ordinarily observed on the previous Friday.

**C. Eligibility for Holiday Pay**

(1) An employee shall qualify for holiday pay provided he or she is in active pay status on his or her last scheduled day before the holiday and first scheduled day after the holiday. Full-time employees who qualify shall be paid for all holidays, regardless of whether they fall on a regularly scheduled work day. Part-time employees who qualify shall be paid only for holidays on which they actually work or would have been scheduled to work but for the holiday. Holiday pay shall be equivalent to the employee's usual base pay for the day.

(2) Any employee who is on an unpaid leave of absence shall not be eligible for paid holidays which fall during the employee's leave of absence.

**D. Pay for Holiday Work.** Per diem employees who work on a holiday shall receive time and one-half plus their regular hourly rate. Other employees who work on a holiday shall be paid at the rate of time and one-half for such work, which shall be in addition to the one day's holiday pay. Work performed on Christmas Day shall be compensated at the rate of double-time in addition to the normal day's pay.

## **ARTICLE 12 VACATION**

**A. Vacation Allowances for Employees Hired before January 1, 2011.** All full-time employees hired before January 1, 2011 shall receive the following vacation allowances:

(1) After four months of service to the end of the second calendar year of service: One day for each additional completed month of service, not to exceed 10 days.

(2) Beginning with the calendar year in which the employee's 2nd anniversary falls: 10 days annually.

(3) Beginning with the calendar year in which the employee's 5th anniversary falls: 15 days annually.

(4) Beginning with the calendar year in which the employee's 10th anniversary falls: 20 days annually.

(5) Beginning with the calendar year in which the employee's 15th anniversary falls: 25 days annually.

(6) Beginning with the calendar year in which the employee's 25th anniversary falls: 30 days annually.

**B. Vacation Allowance for Employees Hired after January 1, 2011.** All Full-time employees hired after January 1, 2011 shall receive the following vacation allowances:

(1) After four months of service to the end of the second calendar year of service: one day for each additional completed month of service not to exceed 5 days.

(2) Beginning with the calendar year in which the employee's 2nd anniversary falls: 7 days annually.

(3) Beginning with the calendar year in which the employee's 5<sup>th</sup> anniversary falls: 10 days annually.

(4) Beginning with the calendar year in which the employee's 10<sup>th</sup> anniversary falls: 15 days annually.

(5) Beginning with the calendar year in which the employee's 15<sup>th</sup> anniversary falls: 20 days annually.

(6) Beginning with the calendar year in which the employee's 25th anniversary falls: 25 days annually.

**C. Pro-ration for Unpaid Leaves.** Any employee who is on an unpaid leave of absence shall have his or her vacation leave for the year pro-rated for the time absent.

**D. Carryover.** Employees can carryover seven vacation days each year. Additional days may be carried over only if such additional leave was not taken by reason of the pressure of

business and with the express permission of the Employer. All vacation leave carried over must be used in the succeeding calendar year.

**E. Scheduling of Vacation Days.** All vacation requests are subject to approval by management based on the Employer's operational needs, but in no event will requests be unreasonably denied. Vacation leave may be used in half-day increments, in single days, in blocks of two or more days, or in blocks of a week or more. The Employer shall provide a window period from January 1 through February 15, during which employees may (but shall not be required to) submit requests for vacation leave during the balance of the year. If, at the end of the window period, there is a conflict regarding the choice of available vacation days, employees who have submitted their requests during the window period shall be given preference according to seniority; provided, however, that in case of a tie in seniority, preference will be given to those requests which are submitted first. In case of a scheduling conflict which arises outside the window period, preference will be given to those requests which are submitted first; provided, however, that if two or more requests are submitted simultaneously, seniority shall prevail.

**F. Payment for Unused Vacation Days.** An employee retiring or otherwise separating, except if terminated for cause, shall be paid for any accrued vacation leave that remains unused. In the case of the employee's death, payment shall be made to the estate. It is the policy of the Township that each employee take advantage of the authorized vacation periods for reasons of health, rest, relaxation and pleasure and, thus, extra compensation in lieu of vacation shall not be allowed unless written prior authorization is obtained from the Township.

### **ARTICLE 13 SICK AND DISABILITY LEAVE**

**A. Use of Sick Leave.** Sick leave is hereby defined to mean absence from post or duty because of illness, accident, or exposure to contagious disease requiring isolation, or because of the need to care for a member of the immediate family who is seriously ill.

**B. Amount of Paid Sick Leave.** Full-time Public Works employees and full-time Police Department employees shall be entitled to 10 paid sick days per year. Employees can carry over five days per year, with a cap of 21 days carryover.

**C. Medical Verification**

(1) An employee who has been absent on sick leave for two or more consecutive sick days may be required to submit acceptable medical evidence substantiating the illness. The appointing authority may require proof of illness of an employee on sick leave whenever such requirement appears reasonable. Should the Employer determine that medical evidence is necessary to verify an employee's need for sick leave, the employee will be given timely, individualized notice on a case-by-case basis. Acceptable medical evidence shall consist of a note from the physician or other health care provider stating that the employee is or was unable to work due to a health condition or because of the need to care for a member of the immediate family who was seriously ill. The note shall briefly identify the condition the relevant medical facts and shall indicate the actual or projected date that the employee is able to return to work.

Although failure to produce medical verification shall not be considered a disciplinary offense per se, such failure may result in denial of sick leave unless good cause is shown. Abuse of sick leave shall be cause for disciplinary action.

(2) In all cases of reported illness or disability suffered by an employee, the Township reserves the right for a medical physician to examine the report on the condition of the patient and report to the Department Head.

(3) During protracted periods of illness or disability of an employee, the department head may require interim reports on the condition of the patient at weekly or bi-weekly periods from the attending physician and/or a Township medical physician. When under medical care, employees are expected to conform to the instructions of the attending physician if they wish to qualify for salary payment during such period of illness or disability.

(4) The recommendation of the Township medical physician, as well as that of the attending physician, as to the justification for the absence from duty on account of disability or illness or of the fitness of the employee to return to duty shall be considered by the department head. The department head reserves the right, in such cases where there is a difference of professional opinion between the Township medical physician and the personal physician, to require the employee to submit to an examination by a third doctor.

#### **D. Fitness for Duty**

(1) No employee shall be allowed to work and endanger the health and well-being other employees or the public. If the employee's condition warrants, the employee may be directed to take sick leave. The supervisor may direct the employee to the Township medical physician for an opinion as to the eligibility of the employee to be absent from work.

(2) Subject to applicable laws, the Employer may require an employee who has been absent because of personal illness, before returning to duty, to bring a note from his or her physician, at the employee's expense, indicating that the employee is capable of returning to work. The Employer may also require an employee who is actively at work to be examined by a physician designated by the Employer whenever circumstances present a legitimate question regarding the employee's fitness for duty. Such examinations shall be done at the Employer's expense. An employee shall not suffer any loss of pay if such medical determination allows the employee to return to work; otherwise the employee will be charged sick leave.

**E. Exclusions.** Sick leave shall not be allowed for routine medical and dental examinations (*i.e.*, well visits). This exclusion shall not apply to treatment for serious health conditions as defined by the FMLA. Sick leave with pay shall not be allowed under the following conditions:

(1) When the employee under medical care unreasonably fails to carry out the orders of the attending physician.

(2) When the employee is ill or disabled because of self-imposed contributory causes.

(3) When the disability or illness is not of sufficient severity to justify the employee's absence from duty.

(4) When an employee does not report to the Township medical physician when ordered.

**F. Minimum Increment.** In charging an employee with sick leave, the smallest unit to be considered is one-half of a working day. If the employee who has already reported for duty is required to leave his or her duty for any of the reasons set forth above, prior to the completion of one-half day's work, said employee will be charged one full sick day. If the employee has completed more than one-half day's duty before being required to leave, he or she shall be charged one-half day's sick leave for that particular day.

**G. Reporting of Absence on Sick Leave.** If an employee is absent from work for reasons that entitle him to sick leave, the Department Head or designee shall be notified as early as possible, but no later than the start of the scheduled work shift from which he is absent except dispatchers must give one hour notice. Failure to so notify the Department head or designee may be cause for disciplinary action. An employee who is absent for two consecutive days or more and does not notify his Department Head or designee or some other responsible representative of the Township on any of the first two days will be subject to disciplinary action.

**H. Paid Disability Leave.** Any full-time employee regularly scheduled to work over 35 hours per week with at least one year of service who is unable to work for a period of one week or more as a result of personal illness or injury, other than an illness or injury which is determined to be compensable under the Workers Compensation Law, shall be entitled to full pay while absent. Benefits under this section shall begin with the first day for which the employee has no paid sick days available and shall continue for the duration of the employee's disability; provided, however, that an employee shall not receive benefits under this section for more than 26 weeks in any 12-month period.

**I. Workers Compensation Leave.** In case of absence due to a work-related disability which is determined to be compensable under the Workers Compensation Law, the Employer shall make up the difference between the periodic Workers Compensation benefits, if any, and the full or part-time employee's regular pay so as to insure no loss of pay for up to 26 weeks. If a Workers Compensation claim is contested, the employee may use other paid leave, including paid disability leave, with the understanding that any subsequent award of periodic benefits will result in the restoration of such paid leave as may have been used in the covered period.

## **ARTICLE 14 PERSONAL LEAVE**

**A. Allowance for Full-Time Employees.** Every full-time employee shall be entitled to five paid leave days per calendar year for personal business.

**B. Days Not Cumulative.** Unused personal days shall not be carried over to the next calendar year.



## **ARTICLE 15 JURY LEAVE**

Full and part-time employees who are summoned for jury duty shall be excused from work without loss of pay for such time as may be needed. If an employee is dismissed from jury duty before the end of his or her shift, the employee shall be expected to return promptly to work, provided there would still be at least three hours remaining in the shift. An employee who is excused from work shall be required to turn over to the Employer any per diem fee received from jury duty.

- (1) The employee must notify his Department Head immediately upon receipt of a summons for jury service.
- (2) The employee may be required to submit adequate proof of the time served on jury duty.
- (3) If employee is performing shift work he/she will be given shift off before jury service provided such shift is immediately prior to service.

## **ARTICLE 16 MILITARY LEAVE**

**A. General Provisions.** The Employer shall provide for military leaves of absence and other rights incident to such leave as required by state and federal law, including the Uniformed Services Employment and Reemployment Rights Act (USERRA), 38 U.S.C. 4301 *et seq.*

**B. Paid Military Leave.** Paid military leave shall be granted to permanent employees, together with full-time temporary or provisional employees who have at least one year of employment.

- (1) In the case of such employees serving in the New Jersey National Guard, paid leave shall be limited to 90 work days during any calendar year for Active Duty or Active Duty for Training.
- (2) In the case of such employees serving in Reserve units other than the New Jersey National Guard, paid leave shall be limited to 30 work days while on Federal Active Duty.
- (3) In addition to the above, the Employer may adopt rules providing for full or partial pay for employees on military leave during periods of conflict.

**C. Unpaid Military Leave.** Military leaves other than those set forth above shall be unpaid, including leave for Inactive Duty Training (e.g., weekend drill) and service in the regular armed forces, except as may be provided pursuant to Section B(3) above. Employees may use their vacation or administrative leave for short-term military service, but shall not be required to do so. Similarly, employees may agree to temporary changes in their work schedule to accommodate such service or to make up for missed time during the same workweek. However, such changes shall not be required.

## **ARTICLE 17 BEREAVEMENT LEAVE**

**A. Leave for Close Relatives.** Full-time employees will be allowed a leave of absence without loss of pay from the day of death until the day of funeral, not to exceed five (5) days inclusive, for the following family members: father, mother, grandfather, grandmother, grandchild, current spouse, son, daughter, brother, sister, current father-in-law, current mother-in-law, current son-in-law, and current daughter-in-law. Additional time off in the form of vacation, personal days or comp time may be granted by the department head or designee due to extenuating circumstances.

**B. Leave for Other Specified Relatives.** For uncle, aunt, nephew, niece, current brother-in-law, current sister-in-law, and first-degree cousin, paid leave of absence will only be allowed on the day of funeral. Exceptions to this rule may be granted where the deceased is buried in another city or state and the employee would be unable to return in the time normally allowed.

**C. Verification.** The Township may require reasonable proof of death.

## **ARTICLE 18 UNPAID LEAVES OF ABSENCE**

**A. Requests for Leave.** Upon request, a full or part-time employee may be granted a leave of absence without pay for up to six months where necessary for medical reasons, maternity or paternity, or for other reasons satisfactory to the Employer. Such leave may be extended for an additional six months where circumstances warrant. Upon returning from an approved leave, an employee shall be restored to an equivalent position. Such requests shall not be subject to arbitration. Employees are not entitled to employer-paid health benefits while on an unpaid leave of absence unless the leave is covered by the Family and Medical Leave Act or the state Family Leave Act. Employees may opt to continue their health benefits during other unpaid leaves by paying the full premiums to the Township.

### **B. Family and Medical Leaves**

(1) All applicable requirements of the state Family Leave Act and the federal Family and Medical Leave Act shall be followed with respect to employees who request leave for the following purposes:

- childbirth;
- care of a newborn child, a newly adopted child, or a newly placed foster child;
- care of a parent, child or spouse with a serious health condition; or
- a serious health condition on the part of the employee.

(2) As required by law, an employee must have at least one year of service in order to be eligible for leave under the FMLA or FLA. In addition, the employee must have worked for the Employer at least 1,250 hours in the preceding 12 months in order to qualify under the FMLA (or 1,000 hours in the preceding 12 months under the FLA). Eligible employees are entitled to 12 weeks of leave during a 12-month period under the FMLA, or 12 weeks in a 24-

month period under the FLA. In either case, the leave period shall be measured beginning with the employee's first day of qualifying leave. Leave may be taken in a single block or in smaller intervals as may be needed during the leave period. The Employer will continue to provide health benefits during a qualifying leave.

(3) Eligible employees who take leave for purposes which qualify under the FMLA or FLA must give adequate notice. It is understood that notice is adequate so long as it is timely and provided sufficient information is given so the Employer will be alerted that it qualifies, even if the employee does not specifically request FMLA or FLA leave. It is also understood that leave under the FMLA or FLA includes both unpaid leave and paid leave (*i.e.*, sick or vacation leave) if taken for qualifying reasons.

(4) FMLA leave shall be taken contemporaneously with any paid leave.

## **ARTICLE 19 EDUCATIONAL ASSISTANCE**

**A. Continuing Education Encouraged.** It is the policy of the Township of Lower Alloways Creek to encourage continuing education on the part of full-time employees, when the continuing education will enable them, pursuant to applicable statute, to obtain certification for their Township employment or to further their study in an area to which they have already obtained certification. Continuing education may include conferences, seminars, non accredited courses, accredited college courses, and college courses while enrolled in a degree program.

**B. Reimbursable Expenses.** In order to encourage continuing education, the Township will reimburse for costs reasonably related to the course study for programs, seminars, conferences and other classes that are necessary to obtain and maintain certifications necessary for the employee's employment with the Township. These costs may include tuition, registration, books and publications, parking, mileage, or other transportation, and meals and lodging if the program is away from the immediate area.

**C. Conditions.** Attendance at continuing education courses is dependent upon the following:

(1) The employee must have been an employee of the Township for at least one year prior to the beginning of the course.

(2) The continuing education course must be related to the employee's current job or a job that can reasonably be expected to be available with the Township in the near future and the course must be one either (a) needed by the employee to obtain certification in his/her field, or (b) that continues the employees post-certification education in his/her field.

(3) The municipal budget must have adequate funds for such a course.

(4) Application to attend the course must be made in writing and approved by the Township Committee in advance of the beginning of the course.

(5) The employee must complete the course with a grade "C" or better or with satisfactory completion of the course if the course is ungraded.

## **ARTICLE 20 CLOTHING, TOOLS, AND TRAVEL PAYMENTS**

**A. Prescription Safety Glasses:** The Employer shall reimburse full and part-time employees who wear glasses and are exposed to hazardous eye conditions on the job for the cost of the prescription safety glasses up to a total of \$150.00 cumulative for 2012 and 2013.

**B. Safety Shoes.** Each full or part-time employee of the Public Works Department who is exposed to possible foot injury due to falling objects, puncture, or electrical hazards shall be reimbursed for the cost of safety shoes which meet applicable OSHA standards. No employee shall be reimbursed more than \$150 per year, unless specialized shoes are necessary.

**C. Tools.** The Employer shall provide all necessary tools for use on the job.

**D. Travel.** The Employer shall reimburse full and part-time employees at the current IRS rate for the business use of their personal vehicles so long as the employee receive previous approval from their department head or his/her designee to utilize their personal vehicle.

## **ARTICLE 21 INDEMNIFICATION**

The Employer will indemnify a full or part-time employee for damages resulting from any tort claim or any civil violation of state or federal law arising out of the employee's job, if, in the opinion of the Employer, the acts committed by the employee upon which the damages are based did not constitute fraud, malice, willful misconduct, or intentional wrongdoing.

## **ARTICLE 22 EMPLOYEE SAVINGS PLANS**

**A. Credit Union.** The Employer shall make payroll deductions for a full or part-time employee, upon written request, to be transmitted to an appropriate credit union as authorized by N.J.S.A. 40A:9-1 7.

**B. Deferred Compensation.** The Employer will continue to make a deferred compensation plan available to full and part-time employees. Payroll deductions shall be made accordingly, as authorized by the employee.

## **ARTICLE 23 HEALTH AND SAFETY**

**A. Furnishing of Information.** Upon request, the Employer will furnish to the Union any information concerning occupational accidents, illnesses, and exposures which may

reasonably be required by the Union in order to perform its representational duties, subject to individual confidentiality protections of state or federal law.

**B. Health and Safety Committee.** The parties will establish a joint Health and Safety Committee, the purpose of which will be to assist in identifying job hazards, reviewing accidents, monitoring compliance with required safety programs, making recommendations for improvement of health and safety in the workplace, and helping to educate the work force with respect to health and safety issues. There will be no loss of pay on the part of committee members for meetings held during the work day. Meetings held after work hours shall not be compensated.

**C. Drug and Alcohol Testing.** Drug and alcohol testing shall be required only for employees in safety-sensitive positions as required by law, in accordance with procedures prescribed by state or federal agencies. Whenever an employee is suspended, required to take a leave of absence, or otherwise relieved of regular duties because of a violation of alcohol or drug rules, the Employer shall insure that the employee is referred within five days to an appropriate substance abuse professional for evaluation.

## **ARTICLE 24 SENIORITY AND PROBATIONARY PERIOD**

**A. Probationary Period.** Newly hired full and part-time employees shall be considered probationary employees for a period of eight months from date of hire. During the probationary period, employees may be terminated at any time for any lawful reason without any recourse whatsoever to the arbitration provisions of the grievance procedure. Any continuous service as a full-time temporary employee shall be credited as probationary status when an employee is transferred to a permanent position.

**B. Seniority Date.** Upon completion of the probationary period, the employee's seniority shall be effective as of the original date of employment for full and part-time employees.

**C. Seniority Defined.** Seniority for purposes of this Agreement shall be defined as length of employment with the Township, beginning with the full or part-time employee's date of hire, without actual interruption due to resignation, retirement, or removal.

**D. Resignations.** Employees who resign are expected to give 14 days' notice to the Employer. A permanent full or part-time employee shall be permitted to rescind his or her resignation for good cause prior to the effective date.

## **ARTICLE 25 LAYOFFS**

**A. Notice and Use of Seniority.** Seniority will be utilized in determining layoffs recalls and promotions, provided the full or part-time employee has the ability to perform the

work. The Employer will give the Union advance written notice if layoffs are anticipated, stating the reason for such action.

**B. Bridging of Seniority for Laid-Off Employees.** Full or part-time employees in good standing who were laid off and subsequently rehired within three years will have their dates of hire for seniority purposes adjusted by an amount equal to the previous period of service. Such adjustment will be made only after an employee has completed three years of additional full-time service to the Township following his/her return.

**C. Severances for Laid-Off Employees.**

(1) Full-time and part-time employees who are not hired for another position with the Township shall receive one week of pay for every two years of service with the Township. Full and part-time employees with less than two years of service shall receive a prorated amount of severance.

(2) Laid off employees who receive personal and vacation time and who are not rehired for another position shall receive their accumulated personal and vacation time.

(3) Any laid off employee who has accumulated compensatory time off shall receive the equivalent of their compensatory time at their current rate of pay.

(4) Full-time laid off employees shall be given first preference in the event there are new positions, vacancies or recalls for work, provided the employee has the necessary skills and ability to perform the work. If a full-time laid off employee does not take a new, vacant or recall position or all full-time laid off employees are holding positions with the Township, part-time and per diem employees shall be recalled, or hired to fill a new or vacation position, based on seniority (hire date), provided the employee has the necessary skills and ability to perform the work.

(5) Employees are entitled to recall for two years from the date of the layoff.

(6) In order to receive severance pay and benefits, employees shall sign a full release of claims, which shall be agreed upon by the Township and the CWA Local 1085.

## **ARTICLE 26 PERSONNEL RECORDS**

**A. Disclosure of Personnel Records.** Personnel information with respect to individual employees shall be subject to disclosure as follows:

(1) An employee shall have the right to inspect his or her own personnel file upon reasonable prior request. A copy of any document contained in an employee's file will be provided to the employee upon request.

(2) Pursuant to the Open Public Records Act, N.J.S.A. 47:1A-1 *et seq.*, it is understood that personnel information open to the public is generally limited to an employee's name, title, position, salary, payroll record, length of service, date of separation, reason for separation, and the amount and type of pension received. All other personnel records of individual employees shall be maintained in confidence and shall not be disclosed except to authorized persons or as required by law.

(3) Union representatives may inspect an employee's personnel file upon presenting authorization in writing and signed by the employee.

(4) Notwithstanding any other provision of this Article, specific records pertaining to employees shall be available for inspection by Union representatives whenever relevant to the investigation of a grievance or for other purposes within the Union's legal scope of responsibility as required by the Employer-Employee Relations Act, N.J.S.A. 34:13A-1 *et seq.* Copies of relevant documents shall be provided to Union representatives upon request.

**B. Disciplinary Records.** Employees will be furnished with copies of any disciplinary materials or other documents reflecting adversely on them which are to be placed in their personnel files.

## **ARTICLE 27 DISCIPLINE AND DISCHARGE**

**A. Just Cause.** All disciplinary actions shall be for just cause. Penalties for misconduct may consist of written reprimands, suspension, reimbursement for lost or damaged property, demotion, or discharge. Discipline shall be intended as corrective and shall be progressive in nature.

**B. Violations.** Full and part-time employees are obligated to comply conscientiously with all rules and regulations of the Employer, provided such rules do not conflict with the express provisions of this Agreement and are not otherwise unlawful or improper. Employees may be disciplined for incompetence, inefficiency, or failure to perform assigned duties; insubordination; inability to perform assigned duties; chronic or excessive absenteeism; lateness; conviction of a crime; conduct unbecoming a public employee; neglect of duty; misuse of public property; discrimination in regard to equal employment opportunity, including sexual harassment; and other sufficient cause.

**C. Weingarten Rights.** An employee who reasonably believes that he or she may be subject to disciplinary action in connection with any questioning by the Employer, shall be entitled, upon request, to have a Union representative present during such questioning. This shall not apply to interviews which are intended only to provide counseling, information, or instruction.

**D. Absenteeism or Tardiness.** Habitual absenteeism or tardiness may be cause for discipline up to and including discharge, subject to the grievance procedure.

## **ARTICLE 28 GRIEVANCE PROCEDURE**

**A. Purpose.** The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of employment under this Agreement.

**B. Definition.** The term "grievance" as used herein shall mean an appeal of the interpretation, application, or violation of applicable policies, agreements, or administrative decisions affecting the terms and conditions of employment.

**C. General Provisions.** The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement and shall be followed in its entirety unless any step is waived by mutual consent.

(1) Formal grievances shall be filed by the Union in writing, utilizing the following procedures. However, nothing herein shall prevent an employee from taking a grievance informally to an appropriate supervisor or manager at any time, with or without the Union's involvement, provided that any adjustment shall not be in derogation of this Agreement or of the Union's role as exclusive representative.

(2) A grievance must be initially filed within 10 calendar days of the occurrence giving rise to the grievance or within 10 calendar days after the grievant knew or should have known of the occurrence. Thereafter, when advancing from Step 1 to Step 2 or from Step 2 to Step 3, the grievant shall have 10 calendar days from the receipt of management's response.

(3) The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, then the grievance shall be deemed to have been abandoned. If the grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed thereunder, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive. If a decision is not rendered within the time limits prescribed for a decision at any step in the grievance procedure, then the grievance shall be deemed to have been denied and the time period for the union to appeal shall be extended by an additional 10 days. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits for processing the grievance at any step in the grievance procedure.

(4) An aggrieved employee shall be represented at all stages of the grievance procedure by a shop steward or other Union representative.

(5) Union representatives shall be afforded reasonable opportunity to investigate and process grievances during working hours without loss of regular straight-time pay, provided that permission is obtained in advance from the appropriate department head or his/her designee if time away from the job is required. Permission may be denied if such request would impair the Employer's operations or require the recall of off-duty employees.

(6) There shall be no loss of pay for employees to participate in any grievance hearing or conference, either as grievants or as witnesses. Permission will not be unreasonably denied. If a meeting occurs during an employee's off-duty hours, no additional compensation will be given to the employee.

(7) Steps may be waived by mutual consent.

**D. Steps.**

*Step 1.* The grievance shall be taken first to the immediate supervisor, unless the matter is not within the supervisor's authority. The supervisor shall attempt to resolve the problem if possible and shall provide a written response within 7 calendar days.



*Step 2.* If the matter is not resolved at Step 1, the grievance may be submitted to the department head. The department head shall render a decision in writing within 10 calendar days thereafter. If requested, a conference will be provided prior to the Step 2 decision.

*Step 3.* If the Union wishes to appeal the decision of the department head, such appeal shall be presented in writing to the Township Committee within 10 calendar days thereafter. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The Township Committee shall respond in writing to the grievance within 30 calendar days of the submission. If the dispute is not arbitrable, the Union may request a hearing with the Township Committee.

#### **E. Arbitration.**

(1) If the Union is not satisfied with the response to the grievance at the preceding step, arbitration may be invoked by submitting a request to the Public Employment Relations Commission within 30 calendar days thereafter. Unless agreed otherwise by the parties, the arbitrator shall be selected pursuant to the procedures of the Public Employment Relations Commission.

(2) Arbitration shall be limited to grievances based upon the interpretation, application, or violation of an express provision of this Agreement only.

(3) The arbitrator shall not add to, subtract from, or modify the terms of this Agreement.

(4) No more than one grievance or issue may be submitted to a single arbitrator unless otherwise agreed to in writing by the parties.

(5) It is understood that arbitration is limited to the four corners of the Agreement, and the arbitrator is not to consider any past practice precedent.

(6) The arbitrator shall issue an award in writing to the parties, which shall be final and binding.

(7) The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses, and the cost of the hearing room shall be borne equally by the Employer and the Union. Any other expenses shall be paid by the party incurring them.

### **ARTICLE 29 APPLICATION OF AGREEMENT**

**A. Fully Bargained Clause.** This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

**B. Modifications.** This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

**C. Severability.** If any provision of this Agreement is held invalid by operation of law or by a court or other tribunal of competent jurisdiction, such provision shall be inoperative, but all other provisions shall continue in full force and effect.

**D. Changes to Be Prospective.** It is specifically understood that all changes in this Agreement from prior practices other than salary shall be prospective in effect.

### **ARTICLE 30 REVERSION CLAUSE**

From the date of execution of this Agreement through December 31, 2013, the Township agrees that if it lays off any full or part-time employees covered under this Agreement, the concessions made by the employees herein shall revert to the terms contained in the agreement expiring on December 31, 2010. This clause shall sunset on December 31, 2013, and the concessions included in this Agreement shall become permanent effective thereafter, unless changes are negotiated by both parties.

Concessions applicable to the Reversion Clause are as follows:

Article 8, Sections D (Longevity Payments), F (Call-In Pay), and G (Severance Pay upon Retirement);

Article 9, Section B (Compensatory Time Off in Lieu of Overtime Pay);

Article 10, Section F (Health Benefits Following Retirement);

Article 12, Section B (Vacation Allowance for Employees Hired after January 1, 2011);

Article 14, Section A (Personal Leave Allowance for Full-Time Employees).

### **ARTICLE 31 DURATION**

This Agreement shall be effective immediately on the date of signing below and shall continue in full force and effect through December 31, 2013. The parties shall commence negotiations on a successor agreement pursuant to regulations of the Public Employment Relations Commission.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 5<sup>th</sup>  
day of October, 2011.

COMMUNICATIONS WORKERS  
OF AMERICA

Richard A. Damm  
Justin L. Smith  
Robert M. Hill  
James L. Carr Jr.

TOWNSHIP OF LOWER  
ALLOWAYS CREEK

Ellen B. Soupper  
Robert Buel  
  
  
John H. Hall

**APPENDIX A  
PAY RANGES, 2011-2013**

	JAN. 1, 2011		AUG. 27, 2011		JAN. 1, 2012		JAN. 1, 2013	
	MIN	MAX	MIN	MAX	MIN	MAX	MIN	MAX
Administrative Assistant	\$12.25	\$17.78	\$13.33	\$18.22	\$13.68	\$18.68	\$14.00	\$19.15
Administrative Assistant (20)	\$12.25	\$17.78	\$13.33	\$18.22	\$13.68	\$18.88	\$14.00	\$19.15
Bldg. Maintenance Worker/ Groundskeeper	\$13.64	\$26.80	\$13.88	\$27.47	\$14.23	\$28.16	\$14.58	\$28.86
Cook (30)	\$11.13	\$13.28	\$11.41	\$13.61	\$11.69	\$13.95	\$11.99	\$14.30
Court Administrator (15)	\$15.00	\$16.75	\$15.37	\$17.17	\$15.76	\$17.80	\$18.15	\$18.04
Equipment Operator/Laborer	\$17.14	\$26.80	\$17.57	\$27.47	\$18.01	\$28.16	\$18.46	\$28.86
Food Service Worker (20)	\$9.64	\$11.07	\$9.88	\$11.35	\$10.13	\$11.83	\$10.38	\$11.92
Food Service Worker (per diem)	\$9.64	\$11.07	\$9.88	\$11.35	\$10.13	\$11.83	\$10.38	\$11.92
Laborer	\$13.54	\$21.25	\$13.88	\$21.78	\$14.23	\$22.33	\$14.58	\$22.88
Mechanic	\$18.54	\$28.48	\$19.00	\$30.22	\$19.48	\$30.97	\$19.97	\$31.75
Nutrition Program Coordinator (35)	\$14.08	\$16.60	\$14.43	\$17.02	\$14.79	\$17.44	\$16.16	\$17.88
Police Records Coordinator	\$18.54	\$30.72	\$19.00	\$31.49	\$19.48	\$32.28	\$19.97	\$33.08
Public Works Foreman	\$20.04	\$29.28	\$20.54	\$32.06	\$21.05	\$32.88	\$21.58	\$33.69
Public Works Records Coordinator	\$13.54	\$15.66	\$13.88	\$16.05	\$14.23	\$16.45	\$14.58	\$16.86
Recycling Worker (8)	\$9.64	\$10.86	\$9.88	\$11.13	\$10.13	\$11.41	\$10.38	\$11.70
Van Driver (per diem)	\$11.58	\$15.23	\$11.87	\$15.81	\$12.17	\$16.00	\$12.47	\$16.40

Note: All titles listed above have a 40-hour workweek unless otherwise indicated.